From west Thu Feb 14 17:11:51 1991
Date: Thu, 14 Feb 91 17:11:36 pst
From: west (Nick West)
To: beckman@src.dec.com, dhl, kaj, kermit, naimark
Subject: Update & proposed agreement

Hi guys -- here's a draft of what I thought we could talk about tomorrow. -- Nick

Cyberthon Update and Proposed Agreement
2/14/91

1. Update

Where we stand now:

a. we have started doing complete logging. (this is different from our original approach of logging with an eye to doing a 4-hour select tape to show to funders; funding has been possible which much less in hand to show).

b. we have started complete transcripts of the main stage speakers (on spec), which will be instrumental to the Design Example we will create in Stage 3 of the project. Doing it as part of the logging process has been very efficient.

c. funding update:
At this point it seems feasible to fund all of at least the interactive project through outside funders (not thru Point Foundation or through video distribution deals). For other products, (such as the documentary tape, conference tapes, and conference transcripts) we have not yet identified any potential outside funding partners.

Specific funders approached for the interactive project:
-- Computer Museum
-- Apple
-- Mitch Kapor, etc., real soon now.

2. Proposed Agreement

Project Definition

a. Doc Squad will be the primary agent for Point for producing video footage and related products from Cyberthon (this includes but is not limited to logging, editing, providing post-production, obtaining or shooting additional footage where necessary, selling footage to interested parties, arranging distribution, coordinating production, and other tasks as necessary.) At its sole discretion, the Doc Squad may contract for whatever products or services are necessary to carry out the product plans mutually agreed to by both parties. Point Foundation will provide the original Cyberthon footage and permit the Doc Squad to use the Point Foundation name to raise funds for product plans mutually agreed-upon by both Point Foundation and the Doc Squad. (see #b.)

b. Before the Doc Squad seeks funding for each product, Point and the Doc Squad will agree on the overall scope and nature of the product. This agreement will be in the form of a product plan that will generally define the budget, timeline and other characteristics of the final product. Substantial changes in the scope or nature of each product plan must be mutually agreed-upon by both parties.

c. For each product plan agreed to between the Doc Squad and Point, Point agrees not to engage other production companies to complete the same or substantially similar work.

Funding

d. For each product plan agreed to between the Doc Squad and Point, the Doc Squad agrees to bear primary responsibility for raising funds for that plan. The Doc Squad will not hold Point liable for funding for any product plan. However, if it is determined to be useful by both parties, Point may, at its sole discretion, provide some amount of seed funding for various stages of the project. Point may, at its sole discretion, require that this seed money be reimbursed from other funding sources that either it or the Doc Squad may arrange.

e. All funding for all projects will be channeled through Point.

f. As funding sources pay money to Point, Point agrees to disburse those funds to the Doc Squad for agreed-upon product plans in a timely fashion. Doc Squad will provide Point with invoices describing the destination of the funds for each disbursement.

g. Doc Squad will be paid at the less-than-market rate of $30/hr. for all labor performed under this agreement.

h. After all labor, overhead, administration and other operating expenses are covered for each product plan, Point and the Doc Squad will split 50/50 whatever remaining funds are allocated to that project. Point and the Doc Squad will also split 50/50 all income generated by all products stemming from the video footage.

General

i. Each party can terminate this agreement without cause by giving a 30 day written notice. At the date termination takes effect, Point will pay Doc Squad whatever costs are outstanding from whatever remaining funds are allocated to all previously agreed-upon product plans. If there are still outstanding costs for any of the agreed-upon product plans after this final disbursement, and if any additional funding arrives within 3 months of the termination date, and if this funding was arranged before the termination date of the agreement, then Point also agrees to reimburse the Doc Squad for these costs to whatever extent is possible from this additional funding.

j. Both parties must agree on all future uses of the footage not specifically referred to in this agreement.

k. arbitration/mediation clause

3. Product Determination

An important issue is to determine exactly what we're going to work on, and how we jointly determine the extent of that work. We currently have a primary product -- the interactive display for the Reality on Wheels exhibit -- and several potential products. We need to determine a method for developing these product plans. This plan should include how funding will work for each project [making sure money donated for a particular project is spent for that project, exclusive of perhaps our general administrative and production costs -- and

similar issues.], and how either plans or budgets can be modified.

a. interactive project
1) single display (for Computer Museum or other environment)
2) sales of additional displays to other museums
3) sales of videodisc/software sets thru a distributor (Voyager, Pioneer)

b. videotapes
1) conference tapes of main stage speakers (thru a distributor?)
2) documentary tape of Cyberthon (thru a distributor?)

c. transcripts of conference speakers
-- either on CD-ROM or paper. Also could be integrated into interactive project a.3).